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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

29 THA LIGHTS GLOBAL DIGITAL,
30 LLC, a California limited liability
31 company; THA LIGHTS GLOBAL
32 DIGITAL TOURING, LLC, a California
33 limited liability company; THA LIGHTS
34 GLOBAL PUBLISHING, LLC, a
35 California limited liability company;
36 THA LIGHTS GLOBAL RECORDS
37 TOURING, LLC, a California limited
38 liability company; THA LIGHTS
39 GLOBAL RECORDS, LLC, a Delaware
40 limited liability company,

41 Plaintiffs,

42 v.

43 MIGUEL VALDETTARO SOLANO
44 (a/k/a Miguel Solano, a/k/a Miguel
45 Valdettaro); FYREHOUSE
46 ENTERTAINMENT, LLC, a Georgia
47 limited liability company;
48 FYREHOUSE MEDIA; and Does 1-10,
49 inclusive,

50 Defendants.

51 CASE NO. 2:18-cv-03601

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COMPLAINT

2 1. Plaintiffs Tha Lights Global Records, LLC (“TLG Records”), Tha
3 Lights Global Records Touring, LLC (“TLG Records Touring”), Tha Lights Global
4 Digital, LLC (“TLG Digital”), Tha Lights Global Digital Touring, LLC (“TLG
5 Digital Touring”), and Tha Lights Global Publishing, LLC (“TLG Publishing”)
6 (collectively the “TLG Entities” or “Plaintiffs”) are a group of privately held
7 companies that, together, provide full-service, next generation services in
8 management, music production, marketing and promotion, touring, merchandise,
9 and media. The companies’ success is powered by its network of young digital
10 influencers and innovative marketing strategies, amplified by live events and tours,
11 and driven by a modern day record label. In this way, the TLG Entities are devoted
12 to turning their artists into superstars.

13 2. This action arises out of the prior and ongoing wrongful acts of
14 Defendant Miguel Solano (“Solano”). Solano purports to be a member of the TLG
15 Entities and previously acted in a managerial capacity for the TLG Entities. As the
16 TLG Entities’ reputation grew and it began to enjoy success and reap the fruits of
17 their labor, Solano saw an opportunity to enrich himself.

18 3. As discussed in more detail below, instead of working with the
19 members of the TLG Entities to grow the companies and contribute to their
20 collective success, Solano began to engage in surreptitious and unlawful activities,
21 seeking to divert funds and opportunities belonging to the TLG Entities to himself
22 and his related entities, the other defendants.

23 4. In doing so, he wrongly used the TLG Entities' trade name and
24 reputation to obtain economic opportunities and business for himself and, in doing
25 so, confused the public and actively damaged the TLG Entities and their brand. He
26 also damaged the TLG Entities and their reputation by taking actions that threatened
27 the success of their artists and were completely contrary to the best interests of the
28 companies and their clients.

1 5. Moreover, Solano sought to and did, in fact, conceal his wrongful
2 conduct from the TLG Entities and their members. The TLG Entities are confident
3 that further investigation will reveal additional wrongful acts beyond those
4 described below. By this action, the TLG Entities seek to enjoin Solano and the
5 other defendants from engaging in any further actions that may harm the TLG
6 Entities, the TLG Entities' reputations, or deprive any of them of their business
7 opportunities and assets; to prevent Solano from continuing to wrongly use and
8 infringe upon the TLG Entities' trade name and reputation; to obtain damages for
9 the wrongful acts inflicted upon them by Solano and the other defendants; and to
10 prevent Mr. Solano from having the ability to represent himself to the public,
11 existing clients and artists, prospective clients and artists as still representing the
12 TLG Entities and otherwise expelling him from the companies because of his
13 wrongful conduct.

THE PARTIES

16 6. TLG Digital is a California limited liability company, and has its
17 principal place of business in Los Angeles County.

18 7. TLG Digital Touring is a California limited liability company, and has
19 its principal place of business in Los Angeles County.

20 8. TLG Publishing is a California limited liability company, and has its
21 principal place of business in Los Angeles County.

22 9. TLG Records Touring is a California limited liability company, and has
23 its principal place of business in Los Angeles County.

24 10. TLG Records is a Delaware limited liability company, and has its
25 principal place of business in Los Angeles County.

26 11. Defendant Miguel Valdettaro Solano (hereinafter “Solano”), also
27 known as Miguel Solano, also known as Miguel Valdettaro, is an individual residing
28 in Los Angeles County.

1 12. Upon information and belief, Defendant Fyrehouse Entertainment,
 2 LLC, is a Georgia limited liability company and has its principal place of business
 3 in Los Angeles County. The TLG Entities are informed and believe that Solano is
 4 the owner and manager of Fyrehouse Entertainment, LLC.

5 13. The TLG Entities are informed and believe that Defendant Fyrehouse
 6 Media is a d/b/a or alter ego of Solano and Fyrehouse Entertainment, LLC.
 7 Fyrehouse Entertainment, LLC and Fyrehouse Media are referred to hereinafter,
 8 collectively, as "Fyrehouse."

9 14. At all times herein mentioned, each Defendant was the agent, co-
 10 conspirator, or aider and abettor, of one or more of the other Defendants, was acting
 11 within the course and scope of such agency, and/or acting in furtherance of such
 12 conspiracy, and/or aiding and assisting one or more of the other Defendants in
 13 committing the wrongful acts alleged herein, and is liable to the TLG Entities as
 14 alleged herein.

15 15. The true names and capacities, whether individual, corporate, or
 16 otherwise, of Defendants named herein as DOES 1 through 10, inclusive, are
 17 unknown to the TLG Entities, who therefore sue said Defendants by such fictitious
 18 names. The TLG Entities will amend this Complaint to set forth the true names and
 19 capacities of said Defendants when they are ascertained pursuant to Federal Rules of
 20 Civil Procedure 15 and 21. The TLG Entities are informed and believe that each of
 21 said Defendants, including DOES 1 through 10, inclusive, participated in all or
 22 some of the acts as alleged hereinafter and are liable to the TLG Entities as alleged
 23 herein.

24 16. The TLG Entities are informed and believe that there existed a unity of
 25 interest and ownership between and among Solano, Fyrehouse, and DOES 1 through
 26 10, such that any individuality or separateness between them ceased. Each of
 27 Defendants Solano, Fyrehouse, and DOES 1 through 10 is the alter ego of each of
 28 the other and, at all times herein mentioned, each of Defendants Solano, Fyrehouse,

1 and DOES 1 through 10 has been the mere shell, instrumentality, and conduit
 2 through which the other have carried on business, exercising complete control over
 3 such Defendants to the extent that any individuality or separateness of the entity
 4 Defendants does not exist.

5

6 JURISDICTION AND VENUE

7 17. This is an action arising under the Lanham Act, 15 U.S.C. § 1051, *et*
 8 *seq*, and § 1125 in particular, and under California statutory and common law.

9 18. This Court has subject matter jurisdiction over this matter pursuant to
 10 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a) and (b) in that it involves an
 11 action arising under the Lanham Act, 15 U.S.C. §§ 1125(a).

12 19. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1337
 13 over those claims of Plaintiffs that arise under the laws of the State of California
 14 because they are so related that they form part of the same case or controversy

15 20. Defendants are subject to personal jurisdiction in the State of California
 16 because Solano is a resident of the State of California and regularly conducts
 17 business in the State of California and Fyrehouse have their principal places of
 18 business, maintain offices and regularly conduct business in the State of California.
 19 Additionally, Defendants have knowingly and intentionally engaged in acts in
 20 violation of the TLG Entities' rights in the State of California, and have been and
 21 are causing injury to the TLG Entities in the State of California. Further,
 22 Defendants entered or claim to have entered into relationships that are the subject of
 23 this action in the State of California, and the duties and obligations thereunder were
 24 to be performed in substantial part in the State of California, including in Los
 25 Angeles County.

26 21. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1331(b)
 27 in that the majority of parties, including Defendants, reside in this judicial district or
 28 have their principal place of business in this judicial district; a substantial part of the

1 events giving rise to this Complaint occurred in this judicial district; and Defendants
 2 have performed obligations which were to be performed in this judicial district.
 3

4 **GENERAL ALLEGATIONS**

5 **The TLG Entities' Business and Reputations**

6 22. The TLG Entities are a group of companies that provide full-service,
 7 next generation music services in management, music production, marketing and
 8 promotion, touring, merchandise, and media. The companies are powered by their
 9 network of young digital influencers and innovative marketing strategies, including
 10 social media promotion campaigns via websites such as Instagram and Musical.ly.
 11 These efforts are amplified by live events and tours, and driven by a modern day
 12 record label. In this way the TLG Entities turn their artists into superstars.

13 23. The TLG Entities collectively promote themselves nationally to the
 14 public and to potential clients using the trade name “Tha Lights Global.” This
 15 includes, in part, promoting itself online through a website using the domain name
 16 www.thalightsglobal.com. The TLG Entities have invested enormous time, effort,
 17 and resources into advertising and promoting its high quality services under and in
 18 connection with Tha Lights Global trade name.

19 **Solano's Fiduciary Duties and Improper Conduct**

20 24. Solano purports to be a member of each one of the TLG Entities and,
 21 during the relevant time period, acted in a managerial capacity. (He has since baldly
 22 stated that he has “resigned” without explaining what this means.) By virtue thereof,
 23 Solano stood and stands in a fiduciary relationship to each of the TLG Entities and
 24 owes to them the highest duties of loyalty, good faith, care, and full disclosure. Such
 25 duties precluded and preclude Solano from taking the actions that he took and
 26 concealed, including: (i) competing personally or through any other entity with the
 27 TLG Entities, (ii) diverting corporate opportunities from the TLG Entities to himself
 28 or to his companies, (iii) interfering with the TLG Entities’ contracts with artists, or

1 others, (iv) soliciting artists signed to the TLG Entities to leave those companies and
 2 work with him or his entities, (v) wrongly trading off the TLG Entities' trade name
 3 and reputation in order to mislead the public, clients, and artists so as to divert
 4 potential business opportunities and clients from the TLG Entities to him and his
 5 companies and (v) otherwise acting in ways detrimental to and contrary to the best
 6 interests of the companies and their artists.

7 25. Indeed, rather than acting in the best interests of the TLG Entities,
 8 Solano has instead engaged in cumulative and ongoing misconduct, including but
 9 not limited to the following:

10 **TLG Digital**

11 26. TLG Digital's business includes creating and pursuing social media
 12 promotional campaigns for its artists and others. On multiple occasions, Solano
 13 diverted a social media promotion campaign opportunity that rightfully should have
 14 been belonged to TLG Digital to himself and Fyrehouse and caused he and
 15 Fyrehouse to be paid for the campaign instead of TLG Digital.

16 27. As discussed further below, in the course of doing so, Solano would
 17 misappropriate and use Tha Lights Global trade name to confuse clients and the
 18 public for the purpose of acquiring the campaign or business opportunity for his and
 19 Fyrehouse's own purposes and benefit.

20 28. In addition, upon information and belief, Solano failed to follow
 21 through on what he had promised clients and otherwise failed to perform up to the
 22 high standards for which the TLG Entities are known, which had the effect of
 23 damaging the reputation of Tha Lights Global name, which harmed TLG Digital but
 24 also all of the other TLG Entities.

25 29. In addition, because Solano was using Tha Lights Global name to
 26 capture opportunities for himself, upon information and belief, additional
 27 opportunities were lost because Solano would take leads for the TLG Entities and
 28 capitalize on them himself or through Fyrehouse.

1 30. Solano did not have authority from any of the TLG Entities to divert
 2 these and other corporate opportunities to himself, to his alter-ego Fyrehouse, or to
 3 any of the other Defendants.

4 **TLG Records**

5 31. As to TLG Records, Solano acted against the best interests of the
 6 company and its clients and artists.

7 32. For example, in or around January 2018, Solano arranged and
 8 facilitated a recording session whereby an artist under an exclusive recording
 9 contract with TLG Records recorded music with an unaffiliated artist in exchange
 10 for payment (the “Side Artist Session”). Solano arranged and facilitated the Side
 11 Artist Session without the authorization of TLG Records.

12 33. Solano charged only \$5,000 for the TLG Records’ artist’s services
 13 which was a flagrant undercharge, as the TLG Records’ artist’s services for the Side
 14 Artist Session were, on information and belief, worth at least \$50,000. He also
 15 provided the artist’s services for a project that the artist should not have been
 16 associated with.

17 34. In these ways and others, Solano acted in direct contradiction to the
 18 business plan for building up the recording artist’s image, reputation, and the value
 19 of his services in the marketplace. The TLG Entities spent enormous time, effort,
 20 and resources into building the reputation of the artist and the demand for his music,
 21 which included viral marketing of the artist and strictly limiting access to the artist,
 22 such that consumers would be directed to the artist’s music only. Indeed, limiting
 23 side-artist features to none or a carefully curated few drives up demand and pricing
 24 and allows for more focused events. Solano’s actions interfered with this plan,
 25 thereby harming Tha Lights Global name and reputation.

26 35. In addition, upon information and belief, Solano also paid himself a
 27 management commission of 20% of the *gross* amount paid the TLG Records’ artist
 28 for the Side Artist Session, when any such commission was owed to TLG Records.

1 36. Upon information and belief, Solano further paid himself an additional
2 5% commission of the *gross* amount paid the TLG Records' artist for the Side Artist
3 Session, which payment Solano characterized as a "legal and accounting fee."

4 | However, the TLG Entities are informed and believe that Solano:

- a. failed to pay the legal fees incurred in connection with the Side Artist Session;
- b. failed to pay the accounting fees incurred in connection with the Side Artist Session; and
- c. failed to route the subject artist's share of the Side Artist Session fee through the subject artist's business manager for tax tracking purposes.

12 37. The TLG Entities are informed and believe that, at the same time
13 Solano improperly arranged, and paid himself a commission for, the Side Artist
14 Session, Solano was being paid by agents of the unaffiliated artist. The TLG
15 Entities are further informed and believe that Solano has attempted to set up other
16 artist-related side deals for himself, at the expense of TLG Records and the rest of
17 the TLG Entities.

18 38. On another occasion, Solano wrongfully attempted to set up a
19 merchandising business for the TLG Records' recording artist without the
20 knowledge of Tha Lights Global and outside of the TLG Entities, notwithstanding
21 that TLG Records owned the merchandise rights. In doing so, Solano led the artist to
22 believe that the artist would receive 85% of gross revenue, which was wrong and
23 would have meant that all costs would have to be paid for out of the remaining 15%
24 of gross revenues – a business impossibility.

25 39. On another occasion in 2018, Solano, without permission or knowledge
26 of TLG Records, withdrew \$16,000 from a royalty account at Vydia and directed it
27 to himself, instead of TLG Records. On information and belief, Solano has made

1 additional unjustified payments to himself from monies belonging to the TLG
 2 Entities.

3 **TLG Records Touring**

4 40. On another occasion, in 2018, Solano, without informing or receiving
 5 permission, entered into an agreement with an unaffiliated concert promoter
 6 whereby a TLG artist was to perform a concert in El Paso, Texas (the “El Paso
 7 Concert”).

8 41. In booking this performance, Solano, among other things, chose a
 9 promoter with whom the TLG Entities would not have worked with and a venue that
 10 was wrong for the artist, which again harmed the TLG Entities’ trade name and
 11 reputation with the public and its existing and prospective clients and artists and
 12 threatened to harm the artist himself.

13 42. Solano’s conduct, in addition to being wholly wrongful, was reckless as
 14 he failed to go through the proper channels and entities to book the show such that
 15 he risked causing the TLG Entities to violate the law and also would have left the
 16 performance uninsured, thereby risking potential liability for TLG Records Touring
 17 and its artist.

18 43. In addition, Solano caused the promoter of the El Paso Concert to pay
 19 Fyrehouse a \$22,000 deposit in connection with this unauthorized concert
 20 agreement.

21 44. The TLG Entities discovered the El Paso Concert prior to the scheduled
 22 date thereof, and advised the El Paso Concert promoter that Solano had purported to
 23 arrange the El Paso Concert without the authority and that the subject artist would
 24 not perform as Solano had purported to promise.

25 45. The TLG Entities are informed and believe that, when the El Paso
 26 Concert promoter discovered that he had been duped by Solano, the El Paso Concert
 27 promoter demanded the return of the \$22,000 deposit that had been paid to
 28 Fyrehouse. After the TLG Entities also demanded that Solano return the \$22,000 to

1 the El Paso Concert promoter, Solano represented to the TLG Entities that he had
 2 returned the \$22,000 deposit by wire transfer. However, the TLG Entities are
 3 informed and believe that, in order to cover his tracks, Solano created a fake wire
 4 confirmation and did not actually return the monies to the El Paso Concert promoter
 5 at that time. While, upon information and belief, Solano eventually paid back some
 6 of the monies, he did not repay the entire \$22,000 deposit.

7 **TLG Publishing**

8 46. As to TLG Publishing, Solano took a staff producer, for whom TLG
 9 Publishing owned the publishing rights, to meet with a major publisher without the
 10 knowledge of anyone else at the company. Upon information and belief, Solano was
 11 again trying to divert opportunities and revenues belonging to TLG Publishing away
 12 from the company to himself or others affiliated with him.

13 **All Companies**

14 47. Beyond the foregoing, Solano also engaged in wrongful conduct as to
 15 all of the TLG Entities. As discussed above, Solano misappropriated and used Tha
 16 Lights Global trade name to confuse the public and to divert business, clients, and
 17 artists from the TLG Entities to himself and Fyrehouse.

18 48. In addition, because Solano was using Tha Lights Global trade name to
 19 promote himself and Fyrehouse and to divert opportunities from the TLG Entities,
 20 upon information and belief, additional business was lost to the TLG Entities.

21 49. Solano did not perform services up to the standards of the TLG Entities
 22 and also mismanaged artists and clients in a manner that damaged the reputations of
 23 Tha Lights Global name and the TLG Entities.

24 50. Finally, while Solano claims to have “resigned,” he continues to
 25 misappropriate and promote himself and Fyrehouse, including online and in social
 26 media, by misappropriating Tha Lights Global trade name, which has the effect of
 27 confusing the public and potential clients and artists, thereby diverting business

28

1 from the TLG Entities and damaging the reputation and goodwill of the TLG
2 Entities and their trade name.

3

4 **FIRST CAUSE OF ACTION**

5 **(Violation of the Lanham Act, 15 U.S.C. § 1125**

6 **By the TLG Entities Against Solano and Fyrehouse)**

7 51. The TLG Entities reallege and incorporate herein by this reference each
8 and every allegation contained in Paragraphs 1 through 50, above.

9 52. As alleged above, the TLG Entities collectively promote themselves
10 nationally to the public and to potential clients and artists using the trade name “Tha
11 Lights Global.” The TLG Entities have invested enormous time, effort, resources
12 advertising and promoting its high quality services under and in connection with
13 Tha Lights Global trade name.

14 53. As part of his larger wrongful misconduct, Defendants have actively
15 misappropriated and used in commerce and continue to actively misappropriate and
16 use in commerce the TLG’s Entities’ trade name and reputation to falsely and
17 deceptively mislead the public, clients, and potential clients into believing that they
18 are conducting and soliciting business on behalf of the TLG Entities and that the
19 TLG Entities are approving their business and solicitation of business when, in
20 reality, the TLG Entities have not so authorized Defendants and Defendants are
21 diverting any business opportunities to themselves.

22 54. Defendants actions are likely to cause confusion and have caused
23 confusion, as well as deceived the public and potential clients as to the affiliation of
24 Defendants to the TLG Entities and made it appear as if they are acting for the TLG
25 Entities when they are not. This has not only resulted in a diversion of business but
26 has confused the public and potential clients and artists, as well as minimized and
27 diminished the TLG Entities’ reputation and stature with the public and with those
28 with who the TLG Entities do business.

1 55. To the extent that Defendants used Tha Lights Global name to mislead
 2 the public, potential clients and artists and to solicit and divert business away from
 3 the TLG Entities and to themselves and to the extent that they continue to do so,
 4 they have and are misleading the public and trading on the name and goodwill of the
 5 TLG Entities, without compensation and permission.

6 56. The TLG Entities individually and collectively have already been, and
 7 are likely to be further injured as a result of the foregoing misrepresentations, by a
 8 direct diversion of market share and business to Solano and Fyrehouse, in an amount
 9 to be determined at trial, and by a lessening of each of the TLG Entities' good will
 10 and reputation, in an amount to be determined at trial. Indeed, the TLG Entities are
 11 each entitled to their respective share of any and all profits earned by Defendants or
 12 their agents, by reason of the unlawful acts complained of herein as provided by
 13 law.

14 57. Moreover, unless enjoined, Defendants will continue to cause
 15 irreparable injury to the TLG Entities. Accordingly, the TLG Entities are each
 16 entitled to equitable and injunctive relief.

17 58. Because this is an exceptional case involving calculated and willful
 18 misconduct by Defendants, the TLG Entities are each entitled to recover treble
 19 damages, treble profits, and attorneys' fees under 15 U.S.C. § 1117(a).

20

21 SECOND CAUSE OF ACTION

22 **(Statutory and Common Law Unfair Competition**

23 **By the TLG Entities Against Solano and Fyrehouse)**

24 59. The TLG Entities reallege and incorporate herein by this reference each
 25 and every allegation contained in Paragraphs 1 through 58, above.

26 60. Based on the acts described herein – including but not limited to
 27 Defendants falsely and deceptively hold themselves out to the public and potential
 28 clients as soliciting business on behalf of Tha Lights Global when, in reality, they

1 were diverting any business opportunities to Solano and Fyrehouse, Defendants
2 have committed unfair, unlawful, and/or fraudulent business acts and practices in
3 violation of California Business and Professions Code § 17200 *et seq* and California
4 common law.

5 61. As a result of Defendants' aforesaid conduct, the TLG Entities have
6 suffered substantial damage and irreparable harm constituting an injury for which
7 the TLG Entities have no adequate remedy at law. Unless this Court enjoins
8 Defendants' conduct, each of the TLG Entities will continue to suffer irreparable
9 harm. Each of the TLG Entities also has suffered loss of profits and other damages
10 as a result of Defendants' aforesaid conduct.

11 62. The TLG Entities are each entitled to preliminary and permanent
12 injunctive relief pursuant to Cal. Bus. & Prof. Code § 17203.

13 63. The TLG Entities are each entitled to damages pursuant to California
14 common law.

15 64. The TLG Entities are each entitled to restitution pursuant to
16 California's unfair competition statute, Cal. Bus. & Prof. Code § 17200 *et seq.*
17 Plaintiffs are not seeking damages at law pursuant to this statutory claim.

THIRD CAUSE OF ACTION

(For Breach of Fiduciary Duty By the TLG Entities Against Solano)

21 65. The TLG Entities reallege and incorporate herein by this reference each
22 and every allegation contained in Paragraphs 1 through 64, above.

23 66. By virtue of his acting in a managerial capacity and as a purported
24 member of the TLG Entities, and by his position of trust and confidence, Solano
25 owed fiduciary duties to the TLG Entities, and each of them, which included the
26 duties always to act with the utmost good faith and in the best interest of the TLG
27 Entities, to refrain from acting in any manner that was adverse to the interests of the
28 TLG Entities, to act with complete loyalty to the TLG Entities, to act in the utmost

1 good faith toward the TLG Entities, to act with reasonable care for the benefit of the
 2 TLG Entities, to act with undivided loyalty to the TLG Entities, and not to gain any
 3 personal advantage for their own benefit adverse to the interests of the TLG Entities.

4 67. Through the conduct as alleged herein, Solano breached his fiduciary
 5 obligations to the TLG Entities.

6 68. As a direct and proximate result of Solano's breaches of his fiduciary
 7 duties, the TLG Entities have sustained damages in an amount to be proven at trial,
 8 including but not limited to monetary damages, lost business, and reputational
 9 damage.

10 69. Unless restrained and enjoined by this Court, Solano will continue to
 11 breach his fiduciary duties by, *inter alia*, continuing to retain, use, and dissipate
 12 funds of the TLG Entities, and property derived therefrom, purporting to act on
 13 behalf of the TLG Entities, and misrepresenting to third persons that he is an
 14 authorized agent of the TLG Entities.

15 70. Solano is a constructive trustee of the funds of the TLG Entities, and
 16 the revenues, profits, property, and/or other benefits accrued to Solano as a result of
 17 the misappropriation of the funds of the TLG Entities, and other wrongdoing alleged
 18 herein. In addition to damages, the TLG Entities are entitled to the imposition of a
 19 constructive trust over all such funds, revenues, profits, property, and/or other
 20 benefits of the TLG Entities, and for a complete accounting of same.

21 71. The TLG Entities are informed and believe that, in doing the acts
 22 alleged herein, Solano acted with oppression, fraud, and malice, and deliberately
 23 caused or intended to cause injury to the TLG Entities with full knowledge of the
 24 wrongfulness of Solano's conduct, that such conduct was carried on with a willful
 25 and conscious disregard of the rights of the TLG Entities, and subjected the TLG
 26 Entities to unjust hardship, and that, therefore, the TLG Entities should be awarded
 27 punitive and exemplary damages sufficient to punish Solano for engaging in this
 28 conduct and to deter similar conduct on his part in the future.

FOURTH CAUSE OF ACTION

**(For Aiding and Abetting Breach of Fiduciary Duty By the TLG Entities
Against Fyrehouse and DOES 1-10)**

72. The TLG Entities reallege and incorporate herein by this reference each and every allegation contained in Paragraphs 1 through 71, above.

73. The TLG Entities are informed and believe that Fyrehouse and DOES 1-10 knew that Solano was going to breach his fiduciary duties to the TLG Entities, as alleged herein.

74. The TLG Entities are informed and believe that Fyrehouse and DOES 1-10 gave substantial assistance or encouragement to Solano to breach their fiduciary duties to the TLG Entities as alleged herein.

75. The conduct of Fyrehouse and DOES 1-10 was a substantial factor in causing harm to the TLG Entities.

76. As a direct and proximate result of such aiding and abetting, the TLG Entities have sustained damages in an amount to be proven at trial, including but not limited to monetary damages, lost business, and reputational damage.

77. Unless restrained and enjoined by this Court, Fyrehouse and DOES 1-10 will continue to aid and abet Solano's breach his fiduciary duties by, *inter alia*, continuing to retain, use, and dissipate the funds of the TLG Entities, and property derived therefrom, purporting to act on behalf of the TLG Entities, and misrepresenting to third persons that he is an authorized agent of the TLG Entities.

78. Fyrehouse and DOES 1-10 are constructive trustees of the funds of the TLG Entities, and the revenues, profits, property, and/or other benefits accrued to them as a result of the misappropriation of the funds of the TLG Entities and other wrongdoing alleged herein and, in addition to damages, the TLG Entities are entitled to the imposition of a constructive trust over all such funds, revenues, profits, property, and/or other benefits the TLG Entities, and for a complete accounting of same.

1 79. The TLG Entities are informed and believe that, in doing the acts
 2 alleged herein, Fyrehouse and DOES 1-10 acted with oppression, fraud, and malice,
 3 and deliberately caused or intended to cause injury to the TLG Entities, with full
 4 knowledge of the wrongfulness of their conduct, that such conduct was carried on
 5 with a willful and conscious disregard of the rights of the TLG Entities, and
 6 subjected the TLG Entities to unjust hardship, and that, therefore, the TLG Entities
 7 should be awarded punitive and exemplary damages sufficient to punish Fyrehouse
 8 and DOES 1-10 for engaging in this conduct and to deter similar conduct on their
 9 part in the future.

10

11

FIFTH CAUSE OF ACTION

12

(For Concealment, By the TLG Entities Against Solano)

13

14

80. The TLG Entities reallege and incorporate herein by this reference each
 and every allegation contained in Paragraphs 1 through 79, above.

15

81. Solano owed the TLG Entities, fiduciary duties as manager.

16

82. Solano intentionally failed to disclose certain facts to the TLG Entities.

17

83. The TLG Entities did not know of the concealed facts.

18

84. Solano intended to deceive the TLG Entities by concealing the facts.

19

85. Had the omitted information been disclosed, the TLG Entities
 reasonably would have behaved differently.

21

86. The TLG Entities were harmed by Solano's concealment.

22

87. Solano's concealment was a substantial factor in causing the harm of
 the TLG Entities.

24

25

88. The TLG Entities are informed and believe that, in doing the acts
 alleged herein, Defendants acted with oppression, fraud, and malice, and
 deliberately caused or intended to cause injury to the TLG Entities with full
 knowledge of the wrongfulness of their conduct, that such conduct was carried on
 with a willful and conscious disregard of the rights of the TLG Entities, and

1 subjected the TLG Entities to unjust hardship, and that, therefore, the TLG Entities
2 should be awarded punitive and exemplary damages sufficient to punish Defendants
3 for engaging in this conduct and to deter similar conduct on their part in the future.

4

5 **SIXTH CAUSE OF ACTION**
6 **(For Conversion By The TLG Entities**
7 **Against Solano, Fyrehouse, and Does 1-10)**

8 89. The TLG Entities reallege and incorporate herein by this reference each
9 and every allegation contained in Paragraphs 1 through 88, above.

10 90. The TLG Entities have a right to possess the monies due to them by
11 virtue of their music recording, music publishing, music promotion, and music
12 touring services.

13 91. Defendants intentionally and substantially interfered with TLG
14 Entities' property by taking possession of, and/or diverting for Defendants' own
15 benefit, the TLG Entities' funds in an amount to be proven at trial.

16 92. The TLG Entities did not consent to Defendants' taking possession of,
17 and/or diverting for Defendants' own benefit, the TLG Entities' funds.

18 93. The TLG Entities were harmed by Defendants taking possession of,
19 and/or diverting for Defendants' own benefit, the TLG Entities' funds.

20 94. Defendants' conduct was a substantial factor in causing the TLG
21 Entities' harm.

22 95. The TLG Entities are informed and believe that, in doing the acts
23 alleged herein, Defendants acted with oppression, fraud, and malice, and
24 deliberately caused or intended to cause injury to the TLG Entities with full
25 knowledge of the wrongfulness of their conduct, that such conduct was carried on
26 with a willful and conscious disregard of the TLG Entities' rights, and subjected the
27 TLG Entities to unjust hardship, and that, therefore, the TLG Entities should be

28

1 awarded punitive and exemplary damages sufficient to punish Defendants for
2 engaging in this conduct and to deter similar conduct on their part in the future.
3

4 **SEVENTH CAUSE OF ACTION**

5 **(For Declaratory Relief By The TLG Entities Against Solano)**

6 96. The TLG Entities reallege and incorporate herein by this reference each
7 and every allegation contained in Paragraphs 1 through 95, above.

8 97. The TLG Entities contend as follows:

9 a) Solano is no longer an officer of any of the TLG Entities;
10 b) Solano has no authority to act for or on behalf of any of
11 the TLG Entities on any matter; and
12 c) Solano has no authority to represent to others or to hold
13 himself out as having authority to act for or on behalf of
14 any of the TLG Entities.

15 98. The TLG Entities are informed and believe that Solano denies the TLG
16 Entities' contentions, contends otherwise, and is acting otherwise.

17 99. Because a real, actual, and existing controversy exists between the TLG
18 Entities and Solano regarding the foregoing contentions, a prompt declaration of the
19 rights and obligations of the parties is necessary.

20 **EIGHTH CAUSE OF ACTION**

21 **(For Expulsion From Limited Liability Companies**

22 **By The TLG Entities Against Solano)**

23 100. The TLG Entities reallege and incorporate herein by this reference each
24 and every allegation contained in Paragraphs 1 through 99, above.

25 101. To the extent that Solano is a member of the TLG Entities, the TLG
26 Entities pray for a judicial order expelling and disassociating Solano as a member on
27 the following grounds:

- a) Solano has engaged in, or is engaging in, wrongful conduct that has adversely and materially affected, or will adversely and materially affect, the TLG Entities' activities; and
- b) Solano has engaged in, or is engaging in, conduct relating to the TLG Entities' activities that makes it not reasonably practicable to carry on the activities with Solano as a member.

9 102. Because of the foregoing conduct by Solano and to the extent that
10 Solano is a member, the TLG Entities are entitled to a judicial order expelling and
11 disassociating Solano as a member from the TLG Entities, and each of them,
12 pursuant to Corporations Code section 17706.02.

13
14 **WHEREFORE**, Plaintiffs respectfully request judgment against Defendants
15 as follows:

16 1. Permanent mandatory and prohibitory injunctive relief designed to stop
17 the foregoing wrongful conduct;

18 2. For orders declaring the rights and obligations of the TLG Entities and
19 Solano in accordance with the TLG Entities' contentions set forth herein.

20 3. For orders, pursuant to Corporations Code section 17706.02, expelling

21 and dissociating Solano as a member of each of the TEC Entries.

22 4. Awarding restitution to each Plaintiff in an amount to be proven at trial;

23 5. Awarding to each Plaintiff its actual damages in an amount to be proven at trial;

24

25 6. Awarding to each Plaintiff its share of any and all profits earned by
26 Defendants by reason of the unlawful acts complained of herein as provided by law;

1 7. Awarding to each Plaintiff exemplary damages, including punitive and
2 treble damages and treble profits for Defendants' willful and malicious behavior as
3 provided by law;

4 8. Awarding to each Plaintiff its reasonable attorneys' fees, prejudgment
5 and post-judgment interest, and costs of suits as provided by law; and

6 9. Granting other relief as may be properly sought or the Court may deem
7 just and proper.

8

9 DATED: April 27, 2018

10 MITCHELL SILBERBERG & KNUPP LLP
11 CHRISTINE LEPERA
12 AARON M. WAIS
13 MATTHEW S. BEASLEY

14 By: /s/ Aaron M. Wais
15 Aaron M. Wais
16 Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs each individually and collectively demand a jury trial on all issues and claims so triable.

DATED: April 27, 2018

MITCHELL SILBERBERG & KNUPP LLP
CHRISTINE LEPERA
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MATTHEW S. BEASLEY

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Attorneys for Plaintiffs